

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 17	
2. Amendment/Modification No. P00027		3. Effective Date 2003DEC16		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-AD TODD BURROWS (586)753-2490 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: BURROWST@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) SUPSHIP NEW ORLEANS 2300 GENERAL MEYER AVE NAVAL SUPPORT ACTIVITY, BLDG. 16 NEW ORLEANS, LA 70142-5700		Code N63124	
				SCD C PAS NONE ADP PT N63124			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) BOLLINGER / INCAT USA, L.L.C. 8365 HIGHWAY 308 LOCKPORT, LA. 70374-3954				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-02-C-T060	
TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/>		10B. Dated (See Item 13) 2002SEP27	
Code IUDC0		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) ACRN: AK NET INCREASE: \$332,168.00							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.							
KIND MOD CODE: G							
<input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In The Contract/Order No. In Item 10A.							
<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).							
<input checked="" type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: Mutual Agreement of the Parties							
<input type="checkbox"/> D. Other (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							
Contract Expiration Date: 2005DEC31							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) MARCIA CZAR CZARM@TACOM.ARMY.MIL (586)574-6278			
15B. Contractor/Offeror (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed 2003DEC16	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-C-T060 MOD/AMD P00027	Page 2 of 17
Name of Offeror or Contractor: BOLLINGER / INCAT USA, L.L.C.		

SECTION A - SUPPLEMENTAL INFORMATION

PROGRAM: Theater Support Vessel (TSV-1X)

PRIOR AMOUNT OF CONTRACT:	\$36,362,567.58
AMOUNT OF THIS ACTION:	\$ 332,168.00
NEW FUNDED AMOUNT:	\$36,694,735.58

1. The purpose of this Supplemental Agreement, Letter Contract Modification P00027, is to incorporate the requirements for the TSV Maintenance into the Contract.
2. This letter contract modification constitutes a binding agreement, on the terms and conditions set forth herein signifies the intention of the U.S. Army Tank Automotive and Armaments Command to execute a formal fixed price type contract modification with you. The modification is for the delivery of supplies and the performance of services for maintenance, repair and warranty work set forth in the contract, upon the terms and conditions therein stated, that are incorporated in and made a part of the contract.
3. You are directed to proceed immediately and to commence performance of work, and to pursue such work with all diligence to the end that the supplies and services performed within the time specified in the contract, or if no time is specified, at the earliest practicable date. You shall, in addition, obtain such approvals in respect of commitments hereunder as may be specified in the contract.
4. In accordance with the clause entitled "Contract Definitization" you shall submit a proposal to the Government for the supplies and services covered by this letter. Your proposal shall be supported by a cost breakdown of all material, labor and overheads, and such other information as may be specified herein. A Certificate of current cost and pricing data shall be submitted upon agreement of contract price.
5. As a result of this modification, Paragraph C.12.A,"TSV Maintenance, Repair and Warranty" is hereby incorporated into the contract.
6. As a result of this modification, Paragraph C.12.B, "Growth Work" is revised.
7. As a result of this modification, Paragraphs I-1 "Limitation of Government Liability"; I-2 "Contract Definitization"; and I-3 "Contract Definitization" is hereby added and/or revised to the contract.
8. As a result of this modification the value of the contract is increased by \$332,168.00 from \$36,362,567.58 to \$36,694,735.58.
9. All other contract terms and conditions remain in full force and effect.

*** END OF NARRATIVE A 029 ***

Name of Offeror or Contractor: BOLLINGER / INCAT USA, L.L.C.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012AA	<div>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</div> <div>SERVICES LINE ITEM</div> <div>NOUN: TSV MAINTENANCE ANNUAL PRON: P146P0402T PRON AMD: 01 ACRN: AK AMS CD: 65480446100</div> <div>Ceiling Price: \$678,622.00</div> <div>(End of narrative B001)</div> <div>Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin</div> <div>Deliveries or Performance DLVR SCH PERFORM COMPL REL CD QUANTITY DATE 001 0 01-MAR-2004</div> <div>\$ 332,168.00</div> <div>(Deleted narrative A001)</div>		LO		\$ 332,168.00
0012AB	<div>SERVICES LINE ITEM</div> <div>NOUN: TSV MAINTGROWTH WORK PRON: P146P0372T PRON AMD: 01 ACRN: AK AMS CD: 65480446100</div> <div>Ceiling Price: \$100,000.00</div> <div>(End of narrative B001)</div> <div>Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin</div>		LO		\$ 100,000.00

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-C-T060 MOD/AMD P00027	Page 4 of 17
Name of Offeror or Contractor: BOLLINGER / INCAT USA, L.L.C.		

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 This statement of work defines the effort required for the lease of the TSV-1X.

C.2 VESSEL REQUIREMENTS. The contractor shall provide one THEATER SUPPORT VESSEL (TSV-X1) for lease and the vessel shall have the following capabilities:

C.2.A. PERFORMANCE REQUIREMENTS.

1) DEADWEIGHT AND SPEED. Vessel shall have a speed of not less than 35 knots in a 1.5 meter significant wave height seaway (Pierson-Moskowitz wave spectrum) with a deadweight of 680 tonnes (750 short tons).

2) LONG RANGE FUEL TANKS. Long range fuel tanks with a minimum total capacity of 340,000 liters shall be provided.

3) ANCHORING. Vessel must be capable of anchoring in 30 meters of water in accordance with the classification rules used.

4) DRAFT CONSTRAINT. The navigational draft of the vessel with a minimum of 680 tonnes deadweight (750 short tons) shall be less than 4.6 meters.

5) LENGTH OVERALL. The length overall shall not exceed 120 meters.

6) BEAM OVERALL. The beam overall shall not exceed 32.3 meters.

C.2.B. CARGO OPERATIONS

1) The vessel shall be able to load, unload and stow rolling stock. The cargo ramp and at least 1,115 square meters of the cargo deck shall be rated for heavy vehicles with the following axle and tire configurations:

a) 4 AXLE - 2 WHEELS PER AXLE
19.6 tonnes for the axle set
Tires (1200 R 20 XML Michelin)
Vehicle for reference: Stryker

b) 3 AXLE - 2 WHEELS PER AXLE
23.3 tonnes for the axle set
Tires (16.00 R20 XZLT)
Vehicle for reference: Palletized Loading System (PLS) M1074 w / MHE Crane.

c) 2 AXLE - 2 WHEELS PER AXLE
16.6 tonnes for axle set
Tires (16.00 R20 XZL Michelin Tubeless)
Vehicle for reference: HEMTT-LHS

d) 1 AXLE - 2 WHEELS PER AXLE
8.8 tonnes for axle
Tires (425/95 R20)
Vehicle for reference: M1070 Truck Tractor and empty trailer

2) The cargo area shall also be rated and approved for M1A2 tanks in full combat load out, 65.3 tonnes (72 short tons), and for the U.S. Army Rough Terrain Container Handlers (RTCH) configured for transport. A 20 foot ISO container shall be able to be lifted on or off of the stern of the cargo deck with a shore side crane.

3)RAMP TO LAND. The vessel shall be configured with a ramp such that it can load or unload cargo from the stern or starboard side. The ramp angle shall not exceed twelve degrees when extended to a surface 300 mm above the static waterline for all conditions, encountered when loading or unloading. The ramp shall have a clear width of at least 4.39 m. The ramp shall have redundancy such that a single system failure, other than structural failure, shall not prevent operation of the ramp. The ramp shall be rated for a 65.3 tonne capacity. The cargo deck stanchion at frame 10 on the starboard side shall be deleted or readily relocated during cargo operations.

4) CARGO RESTRAINT. The vessel shall be provided with tiedown points and devices with a minimum breaking strength of at least 66,800 newtons. The supporting structure shall not fail prior to the tiedown fitting. A minimum of 389 tiedown points and 300 devices shall be provided. The tiedown points shall not interfere with the installation of the "Cargo Handling System".

5) CARGO DECK SPIGOTS AND COMPRESSED AIR SYSTEM. In the cargo bay, vessel must have three cold potable water spigots for

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SHIN DAAE07-02-C-T060 MOD/AMD P00027	Page 5 of 17
Name of Offeror or Contractor: BOLLINGER / INCAT USA, L.L.C.		

equipment washdown; and low-pressure air systems for operation of pneumatic tools throughout the cargo deck.

- 6) TWEEN DECK REMOVAL The tween-vehicle deck shall be removed.

C.3 INHABITED SPACES

C.3.A HABITABILITY. Privacy screens and light barriers shall be provided as required for privacy and to darken spaces. The Heating, Ventilation, Air Conditioning (HVAC) system shall be zoned or balanced. The lighting system shall have zone or local control.

- 1) CREW FACILITIES

a) ACCOMMODATIONS. Live-aboard crew accommodations shall be provided for a crew of 40. Accommodations include fully equipped staterooms, galley and mess facilities, sanitary spaces, laundry space, and multi-purpose area and stowage areas. The crew accommodations shall be segregated from the troop area to the maximum extent practical. The crew accommodations shall support a mixed crew (male and female).

b) STATEROOMS. All staterooms shall be equipped with one desk and chair, personal stowage space and berth for each occupant. At least 0.6 meter of hanging space and 0.6 cubic meters of lockable drawer and / or locker stowage shall be provided per occupant. The following spaces shall be provided:

Four two man staterooms for officers

Three or four man staterooms for the remaining 32 crewmembers

A safe with minimal internal dimensions of 300x300x400 mm shall be provided in the stateroom used by the vessel's master.

c) SANITARY SPACES. At least two sanitary spaces shall be provided. A total of at least 8 commodes, 7 lavatories and 6 showers shall be provided.

d) MESS AND GALLEY FACILITIES. A galley facility shall be provided for the crew. Stowage shall be provided for a 15-day supply of dry, chilled and frozen consumables. The galley shall include a scullery. Seating shall be provided for 40 in the mess. The galley and mess areas shall be fully outfitted. Major equipment shall include, but not be limited to:

- Conventional oven with griddle
- Range top
- Service refrigerator and freezer in galley
- 1500 watt microwave
- Meat slicer
- Bench top mixer
- Manual can opener
- High capacity toaster
- Steam jacketed kettle
- Ice machine
- 3-burner coffee maker (hard-piped) in mess
- Serving/warming table in mess
- 3 compartment sink for washing pots (w/ heated final rinse)
- Food preparation sink
- Hand washing sink
- Rinse station with garbage disposal
- Stainless steel counter tops for food preparation
- Trash compactor on the forward cargo deck (minimum 140 liter capacity)

e) BEDDING STOWAGE. Dedicated bedding stowage shall be provided for 2 complete sets of linens for each berth. There shall be an additional 10% quantity of bedding to allow for damage and hospital usage.

- f) LAUNDRY SPACE. Vessel shall be equipped with the following:

- 3 EA washers
- 3 EA dryers
- 2 EA ironing boards
- 1 EA slop sink
- 1 EA folding table
- Stowage for laundry supplies

g) MULTI-PURPOSE AREA. An area shall be provided with seating, tables, television, VCR (NTSC) and DVD. The area may also be used as the mess area. The area shall also be equipped with a white board and bulletin board.

h) MEDICAL. Vessel shall be equipped with first aid station, which can be used for quarantine. The first aid station shall include the following:
Bunk

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-C-T060 MOD/AMD P00027	Page 6 of 17
---------------------------	---	----------------------------

Name of Offeror or Contractor: BOLLINGER / INCAT USA, L.L.C.

Lavatory
Shower
Refrigerator with temperature alarm and lock
Medical cabinet for supplies
Hazardous medical waste stowage container

2) TROOP FACILITIES

a)CAPACITY. The vessel shall have the capacity of transporting at least 285 combat ready troops. Reclining seating shall be provided for the troops. Stowage shall be provided for all of the troops' personal equipment.

b)SANITARY FACILITIES. Vessel shall possess sufficient toilet facilities to accommodate at least 285 troops. The facilities shall include at least:

2 EA urinal troughs with large separate outlets
12 EA lavatories
12 EA commodes
1 EA mouth rinse station

c) SPECIAL LIGHTING. Red lighting shall be provided in the troop areas to facilitate movement with the main lighting turned off or dimmed for troop rest.

d) TROOP FOOD PREPERATION AND SERVING - Facilities shall be provided for the heating and serving of T-rations and beverages. A minimum of 30 food trays shall be able to be heated simultaneously. A serving / warming counter with trays shall be provided for serving T-rations. Hot / cold portable beverage dispensers with a minimum total capacity of 100 liters shall be provided and used on the serving line. The serving line shall have a capacity of at least 50 liters. An ice maker shall be provided. A refrigerator with a minimal capacity of 0.5 cubic meters shall be provided. Stowage shall be provided for serving a minimum of two complete meals (120 trays). Exhaust fans shall be provided in the food preparation and serving areas as required.

3) OFFICE SPACES.

a) PLANNING/CONFERENCE ROOM. A planning/conference room shall be equipped with table(s) and chairs for at least ten. Additionally a minimum of two computer workstations, with chairs, shall be provided. A two-burner coffee maker or urn, with stand and stowage for supplies shall be provided. The space's construction and security shall be in accordance with "Part III Shipboard Operation, Annex C, Physical Security Standards for Sensitive Compartmented Information Facilities, Director of Central Intelligence Directive 1/21."

b) SHIP'S OFFICE. A ship's office shall be provided. The space shall have at a minimum; four desks with drawers, four chairs for the desks, two guest chairs, two computer workstations, the equivalent of 10 lockable legal size file cabinet drawers, five meters of book shelves, and coffee maker, with stand and stowage for coffee supplies. A safe with minimal internal dimensions of 300x300x400 mm shall be provided.

C.3.B RESERVED

C.3.C RESERVED

C.3.D. COMMAND, CONTROL, COMMUNICATIONS, COMPUTERS, INTELLIGENCE, SURVEILLANCE AND RECONAISSANCE SYSTEMS.

1) CEILING PRICED WORK FOR C4I: Tactical Communication Room (TCR). A space for a tactical communication room shall be provided.

2) TIME AND MATERIAL WORK FOR C4I:

The Contractor shall provide the labor and material for installation of electronic systems on a time and material basis, as described below.

The tactical communication room's construction and security shall be in accordance with "Part III Shipboard Operation, Annex C, Physical Security Standards for Sensitive Compartmented Information Facilities, Director of Central Intelligence Directive 1/21" for a permanent Sensitive Compartmented Information Facility. The space shall be supplied with electrical power for the systems to be installed. The electrical power shall be able to be provided by the normal or emergency generator. The electric power shall be able to be supplied from a redundant inverter. The HVAC system shall be sized for the heat load from electronics in the space.

LABOR:

1 Design support.
Interface between vessel and systems
Foundations, mounts, racks and supports for components.
Cableways, cable runs and cable penetrations
Electrical power supply

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-C-T060 MOD/AMD P00027	Page 7 of 17
---------------------------	---	----------------------------

Name of Offeror or Contractor: BOLLINGER / INCAT USA, L.L.C.

2 Installation support
Electrical power supply
Foundations, mounts, racks and support for equipment
Cable penetrations
Running and securing of cables
Labeling of cables
3 Testing
Circuit tests
Megger tests

MATERIAL:
1 Electrical power supply components
2 Foundations, mounts, racks and supports for equipment
3 Cable and related material for their installation

C.3.E MISCELLANEOUS SYSTEMS AND OUTFITTING

1)PAINT The hull bottom shall be coated with anti-fouling paint. The aluminum exterior of the vessel, with the exception of hull markings, above the boot top, shall not be painted. It shall be treated to minimize glare in areas readily visible from outside of the vessel. All paints shall be suitable for use in all areas of the world. Existing paints, which are not in conformance with the applicable laws, shall be removed and replaced at the contractor's expense. Hull sign writing and livery including name and hull number shall be painted on the vessel. The name of the vessel will be "US Army TSV-1X Spearhead. The paint will be at no additional cost the the Government.

2) POTABLE WATER The vessel shall have at least 10,000 liter potable water stowage capacity and the ability to make 3,500 gallons per day. At least 2 water makers shall be used. The potable water system shall include inline and batch water treatment and sterilization.

3) 120 Vac ELECTRICAL SYSTEMS. International outlets shall be provided in the crew berthing compartments. (50) 50 watt portable step down transformers (to 120 Vac) and (10) 500 watt portable step down transformers (to 120 Vac) shall be provided.

4) WATER CHILLERS Water chillers shall be provided as follows:
2 EA In troop seating areas
1 EA In crew area
1 EA Readily accessible from vehicle deck

5) SEWAGE AND GRAY WATER SYSTEMS Holding tanks with a minimum capacity of 9,000 liters shall be provided. The systems shall be able to discharge overboard and to standard pier-side discharge outlets. Outlets shall be fitted for standard quick disconnect (camlock) fittings. A minimum of two each 25-meter lengths of collapsible rubber hose shall be provided to offload sewage and gray water to shore facility. Facilities shall be provided for hose flushing.

6) SUPPLY The contractor shall furnish the vessel with a 60-day supply of, on-board spare/repair parts required for normal operations, consumable items, and Basic Issue Items (BII). Contractor shall also provide tools (to include special tools), all required Safety Items to meet class and flag requirements, any stand alone Test Measurement and Diagnostics Equipment (TMDE) and calibration equipment. The contractor shall provide an inventory listing of all the above items. The submittal shall identify the type of items, i.e. on-board spares, be grouped by major component and contain the following: Nomenclature, Part number (for identification), qty and location. This should be provided in hard copy as well as on CD-ROM utilizing Microsoft Excel or compatible.

a) STOWAGE Stowage shall be provided for all items of supply and other loose items carried on the vessel. The stowage shall be suitable for the item being stowed.

7) Maintenance The contractor shall provide its maintenance matrix table delineating crew vs. contractor responsibility for maintenance.

8) MODIFICATIONS FOR HIGH AMBIENT TEMPERATURE OPERATIONS. The following modifications will be made for high ambient temperature operations.
Upgrade of lube oil coolers
Add air conditioning to ante rooms.
Add four portable high volume blowers

9) LUBE OIL SYSTEM A lube oil transfer system shall be provided for the stowage and filling of the propulsion and generator engines. Tankage of at least 1,500 liters shall be provided on each side of the vessel. The filling of the tanks shall be by powered means.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-C-T060 MOD/AMD P00027	Page 8 of 17
Name of Offeror or Contractor: BOLLINGER / INCAT USA, L.L.C.		

10) WASTE OIL AND OILY WATER SYSTEM A waste oil and oily water system shall be provided for the collection and stowage of waste oil and oily water. Powered means shall be provided for the collection of oily water from the main machinery and waterjet compartment's bilges and "save alls" under machinery in these spaces. Powered means shall be provided for the suction of waste oil from the propulsion and generator engines and gearboxes. Stowage of at least 1,500 liters shall be provided on each side of the vessel.

11) FUEL TRANSFER SYSTEM The fuel transfer system shall have a transfer rate of at least 800 liter per minute from the long range tanks to the day tanks. The fuel transfer system shall be able to provide fuel to any propulsion engine from any fuel tank even after the failure of any one fuel transfer pump.

12) RIDE CONTROL SYSTEM An active ride control system utilizing trim tabs shall be provided.

13) T-FOIL PREPERATION The contractor shall install the supporting and interface systems for the T-Foil in preperation for T-Foil installation at a date to be determined later.

C.3.F.WEAPONS AND AMMUNITION REQUIREMENTS A total of four hard points shall be provided for MK 16 Mod 2 stands for use of the M2 HB (0.50 caliber machine gun). The Government shall determine the hard point locations. The hard points shall allow the tripods to be rapidly installed or removed with bolts.

1) Weapon Stowage - Foundations for a weapon stowage locker shall be provided on the forward cargo deck.

2) AMMUNITION STOWAGE Foundations for an ammunition stowage locker shall be provided on the forward cargo deck. Additionally, brackets for mounting ready service lockers shall be additionally provided in close proximity for each hard point for the M2 HB machine gun. Two M2A1, one M19A1 or two M548 ammunition boxes shall be able to be stowed in a ready service locker(s). Only one type of ammunition box is required to be stowed at a time. The ammunition boxes shall be secured in the ready service lockers with at least two inches of spacing from the sides of the boxes and the sides of the lockers. Sunshields shall be provided for ready service lockers, which may receive direct sunlight. All lockers and stowage spaces shall have high security hardware.

C.4 FLAGGING AND CLASSIFICATION The vessel shall be flagged under the US Military Flag (DOD) to operate as a registered military in service craft, in accordance with the High Speed Craft code and Det Norske Veritas [DnV] HSLC Rules. The vessel certification allows the issuance of the following Declarations / Certificates:

- Declaration of Compliance to International Convention of Load Lines.
- Declaration of Compliance to International Tonnage Convention.
- Declaration of Compliance to MARPOL Annex IV.
- Declaration of Compliance to High Speed Craft Code (including a record of equipment).
- Declaration for the Carriage of Dangerous Goods to the International Maritime Dangerous Good Code (IMDG).
- Suez Canal Tonnage Document.
- Panama Canal Documentation Booklet.
- Interim Class Certificate.
- RO Operational Documentation.

The Craft will be issued a DnV Class Notation +1A1 R1 HSLC Cargo EO with an RO operational Declaration which allows the vessel to undertake voyages within the RO operational area under specified conditions. This certification allows the craft to transit and operate world wide, including the transit from Tasmania to the Persian Gulf. The Appendix to Class shall address vessel operation in "War or War-Like Situations".

C.5 DOCUMENTATION Preliminary vessel documentation, including manuals, certifications and drawings as listed below shall be provided no later than delivery of the vessel. Final documentation shall be provided no later than 60 days after vessel delivery.

A. OPERATION & MAINTENANCE PLANNING. The Contractor shall provide documentation necessary for operation and maintenance of the vessel.

1) PRIMARY VESSEL DATA Vessel operations manual(s); Stability Manual; Damage Control Manual; Class status report; Appendix to Classification Survey; Initial Load Line Survey; Freeboard Plan; Docking Plan; Machinery Systems & associated controls; Assessment of structure to classification society rules/design criteria (loads and allowable stresses); Assessment of habitability (information on accelerations and frequencies); Maximum Sea State/Speed/Displacement/Weather/Encounter angle operational envelope details.

2) DRAWINGS

a) HULL DRAWINGS. Lines Plans & table of offsets; Hull, Deck and Superstructure Construction Drawings; Detail structural drawings; Tank & Void Drawing; Tank Capacity Plan; Tank Sounding Tube Plan; and Repair procedures.

b) ARRANGEMENT DRAWINGS. General Arrangements; Engine/Machinery compartment outfit; Deck outfit; Ramping arrangements; Deck load arrangements; Draft and hull mark arrangements; Safety plan; and Evacuation plan.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-C-T060 MOD/AMD P00027	Page 9 of 17
Name of Offeror or Contractor: BOLLINGER / INCAT USA, L.L.C.		

c) MACHINERY DRAWINGS. Machinery & Steering gear installation; Shafting arrangements and details; and Hull penetrations drawing.

d) SYSTEM DRAWINGS. Installation and schematic drawings for the following systems: Electrical system; Fuel system; Lube Oil system; Raw water cooling system; Compressed air; Bilge & ballast; Hydraulic system; Fire fighting system; CO2/Firefighting system; Fresh water system; Black water system; and Engine room ventilation.

C.6 RESERVED

C.7 TRAINING The contractor shall provide training materials for New Equipment Familiarization of the TSV-X1. The contractor shall provide the system special and common tools, parts, training aides, training materials, and facilities to conduct training. The courses shall be targeted for individuals who are Military Occupational Skill (MOS) Marine Deck Officers (880A0), Watercraft Operators (88K20/30/40), Marine Engineering Officers (881A1), Watercraft Engineers (88L20/30/40).

C.7.1 The contractor shall provide an approved deck officer "Type Rating" training as defined in HSC code, Chapter 18, for a maximum of 15 students prior to vessel delivery. In addition, a two-day Automatic Radar Plotting Aid Course to Masters and Navigators will be added to the training.

C.7.2 The contractor shall provide an approved engineer officer "Type Rating" training as defined in HSC code, Chapter 18, for a maximum of 15 students.

C.7.3. MAINTENANCE FAMILIARIZATION COURSE The contractor shall provide; maintenance familiarization/overview of Operator responsibilities, Planned Maintenance System (PMS), fault isolation, diagnosis, adjustments, and calibrations on all Major Component installations. These installations will include; Main Propulsion Engine, Water-jets and Steering System, Integrated Ship's Information System (ISIS) to include the Vessel Information Systems Interactive Telemetry (VISIT) system, Reduction Gears, Power Generation, Refrigeration, and Hydraulic systems. This familiarization training should not exceed 40 hours, with a 70 percent "hands on" and a 30 percent class room ratio.

C.7.4 CREW/VESSEL OPERATION FAMILIARIZATION The contractor shall provide all personnel familiarization training in the Vessel's system operations, safety system, deck systems operations and associated cargo handling systems operations. This familiarization training should not exceed 40 hours, with a 70 percent "hands-on" and 30 percent class room ratio.

C.7.5 TRAINING COURSE CONTROL DOCUMENT The contractor shall develop a training course control document describing the course content (subject, topics, task), training material, types and duration of instruction and resources required to conduct training in an institutional setting. The training course control document shall contain front matter, introduction, course description data, outline of instruction summary, curriculum outline of instruction, course summary and presentation schedule. These documents shall be delivered in accordance with DI-ILSS-80872(t) and CDRL A001. The government will provide a sample training course control document.

C.7.6 TRAINING MATERIALS

a) Training materials shall be prepared for the TSV-X1. The training package shall contain the elements of the training course outline prepared, delivered and finalized in accordance with DI-ILSS-80872(t) and CDRL A002. The contractor shall develop a student guide and instructor lesson materials to conduct the training course in a systems' approach to training (SAT) format. The material shall be provided in both hardcopy and an editable digital electronic format. The government will provide a sample of training materials.

b)DIGITAL ELECTRONIC FORMAT: The materials shall be delivered in a digital format on 3.5" disks, CDRom, or zip disks, in accordance with CDRL A0XX, prepared with commercial word processing, graphics, and desktop publishing software.

C.7.7 TRAINING COURSE COMPLETION REPORT The contractor shall complete and deliver a training course completion report upon the conclusion of each class in accordance with DI-ILSS-80872(t) and CDRL A001. The report shall include the course name, vessel system, dates, student names, social security number (if military), home unit and address, and evaluation of student performance. The government will provide a sample course completion report.

C.8. OPERATIONAL and TRAINING SUPPORT. The contractor shall provide A HSC Type Rated Master for the period of trials in Tasmania and for two weeks following vessel delivery. Onboard electrical engineer, mechanical / hydraulic engineer and two main engine engineer shall be provided for two weeks following vessel delivery to provide technical expertise.

C.9 SAFETY ENGINEERING AND HEALTH HAZARDS

A. Safety Engineering Principles The contractor shall certify that the HSV meets the International Maritime Organization (IMO), International Code of Safety for High-Speed Craft. The contractor shall employ sound engineering practices in the design and operational procedures to include modifications. For any modifications made to the TSV the contractor shall do the following as a minimum:

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-C-T060 MOD/AMD P00027	Page 10 of 17
Name of Offeror or Contractor: BOLLINGER / INCAT USA, L.L.C.		

- 1) Identify hazards associated with the system by conducting safety analyses and hazard evaluations. Analyses shall include both operational and maintenance aspects of the HSV.
- 2) Eliminate or reduce significant hazards by appropriate design or material selection. If hazards to personnel are not avoidable or eliminated, take steps to control or minimize those hazards.

*** END OF NARRATIVE C 001 ***

C. 10. CARGO HANDLING SYSTEM (CHS)

1. BACKGROUND:

The Army currently leases a vessel, known as the Theater Support Vessel (TSV-1X), Spearhead as part of the Advanced Concept Technology Demonstration (ACTD). This high-speed catamaran is based on commercial technology with the capability of transporting 550 tons of cargo at speeds up to 40 knots. During this ACTD phase, the Army discovered that the cargo handling capabilities are not sufficient to meet the Armys needs. This vessel needs an integrated cargo delivery system that will enhance the rapid upload and download of palletized (463L), containerized, Container Roll-In/Roll-Out Platform (CROP)-based, rolling stock and air-based cargo to support the Armys mission. The desired system must be a true inter-modal, modular, lightweight distribution platform that can reduce the need for transportation assets (Material Handling Equipment (MHE)), while increasing the commonality of cargo distribution platforms.

2. REQUIREMENTS:

- a) The contractor shall design a CHS as described below.
- b) The contractor shall manufacture a CHS according to the requirements set forth below.
- c) The contractor shall install the approved CHS in the TSV-1X.
- d) The contractor shall provide all the necessary labor, material, supplies and facilities to design, manufacture and install a Container Handling System (CHS) as described below. The CHS shall:
 - i.) Incorporate an integrated means of handling 463L pallets, 20' ISO containers and rolling stock. This capability must be compatible with military air-based cargo handling systems, including the Crop Aircraft Interface Kit (CAIK) and the Flat rack Aircraft Interface Kit (FAIK). The CHS must be lightweight, easily removable/reversible, or can be stowed in the floor, to provide a cargo floor for loading both rolling and tracked vehicles. It must be self-sufficient to the extent that the 463 L pallets and 20'ISO containers can be loaded/off-loaded from the craft (TSV-1X), without any need for mobile cranes, forklifts, container handlers, etc.
 - ii.) Include inboard and outboard restraint rails, which limit lateral and vertical movements and lock assemblies to restrain fore and aft movement of the load.
 - iii.) Provide the means by which the fully loaded containers, 463L pallets and CROPs can be transferred onto the vessels cargo bay, without the use of mobile cranes, forklifts, and container handlers.
- e) The contractor shall provide all necessary installation instructions for all aspects of the CHS described above.
- f) The contractor shall provide all necessary operating instructions for all aspects of the CHS described above.
- g) The contractor shall provide all applicable load distribution criteria for CHS described above.
- h) The contractor shall provide detailed cost breakdowns for all major components of the complete CHS design. For example, depending upon the design selected, major components could include: loose ramp, quartering ramp, modular floor sections, rail sections, etc.

3. TEST REQUIREMENTS:

- a. The Contractor shall provide a self-sufficient CHS, as described above. The Government shall provide a flatbed truck or flatbed trailer, which are the required loading points and a 463L pallet and a loaded 20 ISO container for this testing. The contractor must demonstrate the cargo handling systems effectiveness prior to final acceptance by performing the following:
- i.) Loading 20' ISO containers (loaded)/463L pallets and rolling cargo on-board the vessel from initial load point without use of MHE. When this loading process is completed with all of the cargo listed above, then record the time of the complete loading process.
 - ii.) Demonstrating the multi-directional movement of the cargo listed above.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-C-T060 MOD/AMD P00027	Page 11 of 17
Name of Offeror or Contractor: BOLLINGER / INCAT USA, L.L.C.		

iii.) Off-loading of the same combinations of cargo as above and record the time of completion.

b. Successful completion of the testing described in this section is required for final acceptance of the CHS by the Government.

4. REQUIRED DELIVERY DATES/DELIVERABLES:

Start of Work Meeting-15 days after award

Preliminary Design Review of the CHS--30 day after award.

Draft Test/Demonstration Plan- 30 days after award.

Delivery of completed CHS, location TBD---180 days after award.

Note: Installation location and vessel availability TBD, will be negotiated within this 180 days.

Final Test/Demo)---Within 2 days of completed installation. Test report within 30 days.

Installation Instructions (see 2(e))--180 days after award.

Operating Instructions (see 2(f))---180 days after award.

Load Distribution Criteria (see 2(g))--180 days after award.

Loading and Off-Loading Times for Cargo during Demonstration Report (see para. 3 above).

5. Government Furnished Property: The Government shall provide all equipment required for the initial load point demonstration.

6. DELIVERY: The Contractor shall complete all of the work described in this SOW, which includes the deliverables, and the design, manufacture, installation and testing of the CHS IAW para. 4.

C.11 T-FOIL AND INSTALLATION

- a) The contractor shall procure the necessary components, equipment and materials comprising the ride control center bow T-foil system.
- b) The contractor shall provide the labor, materials, supplies and facilities necessary to install, commission and test the center bow T-foil system.
- c) The contractor shall provide all necessary operating and maintenance instructions for the center bow T-foil system described above.
- d) The contractor shall demonstrate the performance of the center bow T-foil system and shall obtain Classification Society approvals as necessary.

C.12 TSV Maintenance

C.12.A TSV Annual Maintenance, Repair and Warranty

C.12.A.1 Fuel Tanks Cleaning, Inspection and Testing

C.12.A.1.1 The Contractor shall make removals a required to pump out all fuel and sludge from all main engine day tanks and long range fuel tanks. The Contractor shall then pump out all fuel and sludge from all main engine day tanks and long range fuel tanks. The Contractor shall properly dispose of all sludge and waste fuel in accordance with state and local laws. The Contractor shall provide temporary storage containers for removed fuel. The Contractor shall wipe down interior surfaces of main engine day tanks and long range fuel tanks thereby removing all fuel oil and sludge residue to lint free condition.

C.12.A.1.2 Upon satisfactory completion of fuel tank cleaning, a joint Government/Contractor inspection of all tanks shall be performed. The Contractor shall provide all labor and perform all required DNV inspections prior to return of fuel. Upon completion of all required inspections the Contractor shall notify the Government COR for final inspection and closure of each fuel tank.

C.12.A.1.3 The Contractor shall provide all labor, material, equipment and perform a 2 PSI air test on each fuel tank for 10 minutes in the presence of the COR. Upon satisfactory completion of air tests on each fuel tank, the Contractor shall return removed fuel to each tank and reinstall all removals.

C.12.A.1.4 All returned fuel shall pass through a 10 micron filter prior to entry into fuel tanks. The Contractor shall take a fuel sample and provide laboratory analysis for sediment and water content and provide report to COR.

C.12.A.1.5 The Contractor shall leave fuel tanks ready for service.

C.12.A.2 Stern Ramp Inspection and Repairs

C.12.A.2.1 The Contractor shall make removals a required and perform inspection of the entire stern ramp and ancillary systems. The Contractor shall replace all deteriorated hydraulic hoses and perform all required repairs for the proper operation of the stern ramp. The Contractor shall make all necessary repairs to the stern ramp to make it fully functional, which includes an allowance for replacement of approximately 50% of hydraulic pipes and cylinder bushings.

C.12.A.2.2 The Contractor shall provide all labor to perform all required DNV inspections.

C.12.A.2.3 Upon completion of all repairs and inspections, the Contractor shall operate the stern ramp. This is done to insure fit, form, and function. This operation shall consist of raising and lowering the stern ramp a minimum of 4 times in the presence of the COR. The Contractor shall furnish all labor, equipment, and supplies, and perform a load test for 30 minutes with the COR in

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-C-T060 MOD/AMD P00027	Page 12 of 17
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Name of Offeror or Contractor: BOLLINGER / INCAT USA, L.L.C.

attendance. Upon completion of all tests the Contractor shall leave the ramp ready for service.

C.12.A.2.4 Upon inspection by the Contractor and/or DNV, additional maintenance effort may be required that is above and beyond the effort stated in C.12.A.2.1, C.12.A.2.2, and C.12.A.2.3. If additional work is required, the Contractor shall coordinate and contact the COR and/or the PCO for direction.

C.12.A.3 Overhead Molding Replacements

C.12.A.3.1 The Contractor shall make removals and reinstallations as required to include replacement of damaged section of overhead molding adjacent to fire sprinkler access in forward PAX level port side. This is estimated to be approximately 10 linear feet. The Contractor shall furnish all labor, materials and equipment to perform repairs, as well as reinstall all removals.

C.12.A.4 PAX Seat Replacement

C.12.A.4.1 The Contractor shall make removals and reinstallations as required to replace the forward PAX level starboard side, second row, second seat. The Contractor shall furnish seat and all securements as required for proper installation.

C.12.A.5 Window Replacement

C.12.A.5.1 The Contractor shall make removals and reinstallations as required to replace the crew area port side aft passageway glass window that is broken located on mezzanine deck.

C.12.A.5.2 The Contractor shall furnish all sealants, fastening materials, and deteriorated weather stripping as required for proper installation of window.

C.12.A.5.3 Upon satisfactory completion of installation of new window the Contractor shall perform a water hose test, for 15 minutes, in the presence of the COR.

C.12.A.6 Freezer Inspection and Repairs

C.12.A.6.1 The Contractor shall provide labor, material, equipment to troubleshoot the refrigerant leak on pantry freezer. The Contractor shall provide a report listing all required repairs for proper operation of pantry freezer. The report shall list all labor, availability of material, and equipment. Based on this report the Government COR will direct any additional repairs to the freezer as noted in the report. The Contractor shall adjust the right hand door on the freezer for proper sealing, elimination of excessive ice buildup, and elimination of door jamming. The Contractor shall also modify existing shelving for proper installation to prevent movement during vessel operations.

C.12.A.6.2 Upon inspection by the Contractor additional maintenance effort may be required that is above and beyond the effort in Section C.12.A.6.1. If additional work is required, the Contractor shall coordinate and contact the COR and/or the PCO for direction.

C.12.A.6.3 Upon completion of all repairs the Contractor shall perform an eight (8) hour operational test of the pantry freezer in the presence of the COR to verify the repairs.

C.12.A.7 Vehicle Deck Fans Repair

C.12.A.7.1 The Contractor shall make removals and reinstallations as required to replace the vehicle deck fan's damper actuator rods. Upon completion of repairs the Contractor shall perform and operational test of the fans in the presence of the COR.

C.12.A.8 Fire Protection Panels Replacement

C.12.A.8.1 The Contractor shall make removals and reinstallations as required to replace defective and damaged overhead and bulkhead fire protection panels as designated by the COR.

C.12.A.8.2 The Contractor shall apply corrosion preventative compound to all bulkheads and overhead fire panels in the vehicle deck. The Contractor and the COR shall inspect the bulkhead and overhead fire protection panels. The panels to be replaced will be designated by the COR.

C.12.A.8.3 The Contractor shall provide all required materials for proper installation of panels and provide all mobile and fixed scaffolding as required for panels removal and reinstallation.

C.12.A.9 Miscellaneous Repairs

C.12.A.9.1 The Contractor shall replace the rail mounted to the exterior of hull near water line, port side aft mooring station pilot door.

C.12.A.9.2 The Contractor shall provide labor, material and equipment to straighten starboard side aft gate located on vehicle deck.

C.12.A.9.3 The Contractor shall replace one (1) orange cone aluminum stand located on vehicle deck, starboard side adjacent to fire door.

C.12.A.10 Hull Cleaning and Painting

C.12.A.10.1 The Contractor shall furnish all equipment, material and labor to abrasively blast the exterior surfaces of the vessel hull to produce textured effect. The Contractor shall also abrasive blast all exterior surfaces of hull from top of established boot topping up to tier 2.

C.12.A.10.2 Prior to any blasting, the Contractor shall blank off and seal all hull openings, hatches, vents or other openings to the interior of the vessel to prevent entry of blasting material.

C.12.A.10.3 Prior to abrasive blasting, a joint Contractor/COR inspection of temporary coverings shall be conducted.

C.12.A.10.4 Upon completion of all abrasive blasting, the Contractor shall remove all traces of abrasive blast material from all areas of the vessel and perform touch up painting of boot topping. The Contractor shall also touch up, and feather in, all boot topping for a finished surface. The Contractor will perform a high-pressure wash of the vessel underwater surfaces. If additional work is required, the Contractor shall coordinate and contact the COR and/or the PCO for direction.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-C-T060 MOD/AMD P00027	Page 13 of 17
Name of Offeror or Contractor: BOLLINGER / INCAT USA, L.L.C.		

- C.12.A.10.5 The Contractor shall strike in all vessel designation markings, draft lines, load lines, and Plimsol markings.
- C.12.A.11 Warranty
- C.12.A.11.1 The Contractor shall complete all bulk warranty items during the maintenance period of the vessel, if possible. If additional work is required, or the work does not fall under the warranty provisions, the Contractor shall contact and coordinate with the COR and/or the PCO for direction.
- C.12.A.12 Job Card Training
- C.12.A.12.1 The Contractor shall provide classroom, instructor, and all materials and conduct preventative maintenance (PM) job card task step training. Training shall include all lesson plans to enable student to understand, review, and perform task steps on PM job cards.
- C.12.A.12.2 Classroom training shall accommodate up to twenty (20) students per day for three (3) days. Upon completion of all training modules provide all students one (1) hard copy of all lesson plan materials and provide one (1) electronic copy to the COR.
- C.12.A.13 Ship Service Diesel Generators (SSDG) Special Tools
- C.12.A.13.1 The Contractor shall furnish all required manufacturers' special tools for the ship service diesel generators (engine and generator). Perform a joint Contractor and COR inventory of special tools. Provide one (1) hard copy and one (1) electronic copy of inventory results to the COR. Upon completion of inventory stow all tools aboard the vessel in an area designated by the COR.
- C.12.A.14 Ship Service Diesel Generators On-Board Spares
- C.12.A.14.1 Provide 30 days of on-board spares for all ship service diesel generator sets (engines and generators). Perform a joint Contractor and COR inventory of all spares. Furnish one (1) hard copy and one (1) electronic copy of on-board spares list. Upon completion of inventory stow all spares on-board the vessel in an area designated by the COR.
- C.12.A.15 Bridge Equipment Installation
- C.12.A.15.1 Provide all labor, material and equipment to install one (1) new captain's chair in the vessel's bridge. All materials and installation shall be IAW DNV regulations. Perform a joint Contractor and COR operational test of captain's chair.
- C.12.A.16 Non Skid Installation
- C.12.A.16.1 The Contractor shall furnish all labor, material and equipment and install non skid on the decks of the port and starboard ante rooms, aft mezzanine, gangway, tool room/bos'n locker, port and starboard jet decks, bow and stern mooring stations.
- C.12.A.17 Vessel Berthing
- C.12.A.17.1 The Contractor shall berth the vessel at the Contractor's premises for the duration of the TSV-1X Maintenance effort, other than those periods when the vessel shall be dry-docked. The Contractor shall ensure that the vessel is appropriately moored and shall provide security, water, refuse disposal and other ancillary services as required.
- C.12.A.17.2 The vessel was berthed on November 25, 2003 and is expected to remain berthed until March 1, 2004.
- C.12.A.18 Vessel Dry-Docking
- C.12.A.18.1 The Contractor shall, IF DIRECTED BY THE PCO, leave the vessel in dry-dock in order to complete the TSV-1X Maintenance effort. While the vessel is in dry-dock the Contractor shall be responsible for all security, shore power, water, refuse disposal and other ancillary services as required.
- C.12.A.18.2 There is a one month period of dry dock included in Section C.10 for the Container Handling System (CHS). If additional work needs to be done during the dry docking period, the Contractor shall coordinate and contact the COR and/or the PCO for direction.
- C.12.A.19 Project Review
- C.12.A.19.1 The Contractor shall perform a review of the 310 items listed in the TACOM generated list. This review will involve a selection of individual trade groups such as electricians, welding/fabrication and fitout, as well as a number of external sub-contractors such as engine manufacturers, hydraulic supplier and air conditioning specialists. The review will attempt to determine which of the listed items are scheduled maintenance, warranty or overhaul/upgrade. The review is expected to take 7 days. During this period, the Contractor will provide regular written reports/updates on progress, including its proposed categorization of the listed items and the associated ceiling price ROM. Upon completion, the COR and/or the PCO will advise which items it would like undertaken.
- C.12.A.20 Project Management
- C.12.A.20.1 The Contractor will perform all project management services required to enable the smooth running of the TSV-1X Maintenance effort, in Hobart Tasmania, from November 25, 2003 through March 1, 2004. This will involve Incat personnel and sub-contractors directly charged both in technical management and commercial management. It will involve the management of labor and material resources to enable on-time completion of the TSV-1X Maintenance effort; accounting for all labor hours, material purchases and sub-contract costs; regular reporting to TACOM of progress including percentage complete; regular teleconferences with TACOM; daily liaison with the onsite COR; compilation of change orders, including impact on cost and/or schedule; final reporting with full details on justification of ceiling priced work items. The Contractor shall also ensure that all work performed is completed in accordance with Incat's QA regime and Section C.12 Scope of Work for TSV-1X Maintenance.
- C.12.A.20.2 The Contractor shall prepare and submit a full report at completion of the TSV-1X Maintenance effort detailing all actions undertaken in regards to each work item. This report will include reports from sub-contractors as required.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-C-T060 MOD/AMD P00027	Page 14 of 17
Name of Offeror or Contractor: BOLLINGER / INCAT USA, L.L.C.		

C.12.B Growth Work Maintenance

C.12.B.1 The Contractor shall provide all labor and material for the TSV-1X, not exceeding a total value of \$100,000.00, to accomplish growth work during the TSV maintenance period for repairs.

C.12.B.2 Individual Work Task Authorization's (WTAs) under this modification shall not exceed a total labor and material cost of \$100,000.00 in total value.

C.12.B.3 In accordance with paragraph C.12.B.1, work ordered under this modification shall be agreed to and authorized only by the below listed Government and Contractor personnel.

Government: Mr. James Todt, Contracting Officer Representative and/or Marcia Czar, PCO
Contractor: Mr. Graham Perkins and/or Mr. Chris Bollinger

C.12.B.4 A listing will be submitted, by the Contracting Officer Representative, to the Procurement Contracting Officer biweekly, which will include a description of the growth work, date approved, and cost estimate. Upon final negotiations the listing will be incorporated into the contract, with a description of work and final negotiated cost. Upon incorporation, the Contractor shall then be able to submit invoices for payment.

C.12.B.5 Duplicate logs of all WTAs and a continuous accounting of expenditures for work authorized hereunder shall be jointly maintained by the Contractor and the Government.

C.12.B.6 All Growth Work for the TSV Maintenance effort includes basic maintenance for opening, inspection, and reporting. Upon inspection by the Contractor's Ship Surveyor and/or DNV, additional maintenance effort may be required that is above and beyond the TSV-1X Maintenance effort under Section C.12.A. If additional work is required, the Contractor shall contact the Cor and/or the PCO for direction.

C.12.B.7 A final report, inclusive of all work ordered under this change, shall be submitted by the Contractor. The final report, identified as such, shall be forwarded to Marcia Czar, PCO within 10 workdays of completion of the last work item authorized hereunder.

*** END OF NARRATIVE C 003 ***

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ <u>ITEM</u> <u>MIPR</u>		OBLG STAT/ <u>JOB ORD NO</u>		<u>PRIOR AMOUNT</u>		INCREASE/DECREASE <u>AMOUNT</u>		CUMULATIVE <u>AMOUNT</u>
0012AA	P146P0402T	AK	1	\$	0.00	\$	332,168.00	\$	332,168.00
	65480446100		4ZCW12						
					NET CHANGE	\$	332,168.00		

SERVICE <u>NAME</u>	NET CHANGE <u>BY ACRN</u>		<u>ACCOUNTING CLASSIFICATION</u>			ACCOUNTING <u>STATION</u>		INCREASE/DECREASE <u>AMOUNT</u>
Army	AK	21	42040000041C1C09P654804255Y	S20113		W56HZV	\$	332,168.00
						NET CHANGE	\$	332,168.00

		<u>PRIOR AMOUNT</u> <u>OF AWARD</u>		<u>INCREASE/DECREASE</u> <u>AMOUNT</u>		<u>CUMULATIVE</u> <u>OBLIG AMT</u>
NET CHANGE FOR AWARD:	\$	36,362,567.58	\$	332,168.00	\$	36,694,735.58

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-C-T060 MOD/AMD P00027	Page 16 of 17
Name of Offeror or Contractor: BOLLINGER / INCAT USA, L.L.C.		

SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1 CHANGED 52.216-24	LIMITATION OF GOVERNMENT LIABILITY		APR/1984
(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$2,573,350.00 dollars, for the Container Handling System (CHS).			
(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$2,573,350.00 dollars, for the Container Handling System (CHS).			
(c) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$332,168.00 dollars for the TSV-1X Maintenance effort Scope of Work in Section C.12.			
(d) The maximum amount for which the Government shall be liable if this contract is terminated is \$332,168.00 dollars for the TSV-1X Maintenance effort Scope of Work in Section C.12.			
(End of clause)			
I-2 CHANGED 52.216-25	CONTRACT DEFINITIZATION		OCT/1997
(a) A -1- definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms and conditions. The Contractor agrees to submit a qualifying proposal and cost or pricing data supporting its proposal.			
(b) The schedule for definitizing this contract is:			
Contractor submission of proposal 60 days after award of modification			
Submission of make-or-buy plan N/A			
Submission of subcontracting plan N/A			
Commencement of negotiations 30 days after receipt of proposal			
Definitization of contract 180 days after award of modification for the TSV-1X Maintenance effort			
(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) above, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the DISPUTES clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the LIMITATION OF GOVERNMENT LIABILITY clause.			
(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by --			
(i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);			
(ii) All clauses required by law as of the date of the Contracting Officer's determination; and			
(iii) Any other clauses, terms, and conditions mutually agreed upon.			
(2) To the extent consistent with subparagraph (c)(1) above, all clauses, terms, and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.			
(End of Clause)			
I-3 CHANGED 252.217-7027	CONTRACT DEFINITIZATION		OCT/1998
(a) A firm-fixed price contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a fixed price proposal and cost or pricing data supporting its proposal.			

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-C-T060 MOD/AMD P00027	Page 17 of 17
Name of Offeror or Contractor: BOLLINGER / INCAT USA, L.L.C.		

(b) The schedule for definitizing this contract action is as follows:

Target Date for Definitization:	31 OCT 2002 for the Container Handling System (CHS) 28 JUN 2004 for the TSV-1X Maintenance Effort
Submission of Proposal:	14 OCT 2002 for the Container Handling System (CHS) 28 Feb 2004 for the TSV-1X Maintenance Effort
Beginning of Negotiations:	15 OCT 2002 for the Container Handling System (CHS) 28 MAR 2004 for the TSV-1X Maintenance Effort

(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-

(i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated firm fixed price in no event to exceed \$5,121,700.00, for the Container Handling System (CHS); and \$332,168.00 for the TSV-1X Maintenance Effort.

[End of Clause]